

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2004.005.01Chng#1 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	BENTON COUNTY, INDIANA 706 E 5 th Street, Suite #12 Fowler, Indiana 47944 ("Customer")
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5300 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Ms. Patricia Clouse</u> Telephone No.: <u>(765) 884-0760</u> Fax No.: _____ E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: [Signature]
(Signature)

Its: Director of Contract
(Title)

Date: December 30, 2004

Witnessed: Matthew Henry

By: Matthew Henry

BENTON COUNTY, INDIANA

By: [Signature]
(Signature)

Its: Treasurer/Computer Division
(Title)

Date: Dec. 8, 2004

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____

Date: _____

SIGNATURE PAGE

Master No. IN2004.005

Date: December 7, 2004 mr

THIRD-PARTY SOFTWARE SCHEDULE FOR BENTON COUNTY, INDIANA

Schedule No. IN2004.005.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No.IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE				
Software Description	QTY	Unit Price	Total Price	Office
Items to be deleted				
Windows 2000 Server	1	\$ (808.00)	\$ (808.00)	All
Windows 2000 Server Media	1	(32.00)	\$ (32.00)	All
Backup Exec V9.1 Window Server Edition	1	(607.00)	\$ (607.00)	All
Items to be added				
SQL SERVER 2000 - Standard Edition Single User Additional Clients	2	169	\$ 338.00	
Total Third-Party Software Fees:				\$ (1,109.00)

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

THIRD-PARTY SOFTWARE PAYMENT TERMS: Manatron shall invoice 100% of the amount of the Third-party Software upon the receipt of the Third-party Software by Customer.

Master No. IN2004.005

Date: December 7, 2004 mr

SOFTWARE SCHEDULE FOR BENTON COUNTY, INDIANA

Schedule No. IN2004.005.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No.IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
Items to be added					
MVP TAX - Inquiry Only	MVP-TAX	1	\$ 1,000.00	\$ 1,000.00	Assessor
Total Software Fees:					\$ 1,000.00

SOFTWARE USE RESTRICTIONS: One additional Inquiry Only License.

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation.

Master No. IN2004.005

Date: December 7, 2004 mr

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR BENTON COUNTY, INDIANA

Schedule No. IN2004.005.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No.IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Qty/# of Users	Annual Price	Office
Items to be added			
MVPTax Inquiry Only Support	1	\$ 300.00	
SQL Server 2000 Standard Additional Support	2	\$ 360.00	Assessor
Total Software Support Services Fees:			\$ 660.00

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2004.005

Date: December 7, 2004 mr

SUMMARY SCHEDULE FOR BENTON COUNTY, INDIANA

ONE TIME FEES	
DESCRIPTION	Total Price
THIRD-PARTY SOFTWARE	\$ (1,109.00)
SOFTWARE	\$ 1,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ -
CONSULTATION/TRAINING SERVICES	\$ -
Total One Time Fees - Plus Freight:	\$ (109.00)

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 660.00
Total Ongoing Fees:	\$ 660.00

Master No. IN2004.005

Date: December 7, 2004 mr